

**VILLAGE OF CLAYVILLE, ONEIDA COUNTY, NEW YORK  
FIRE DEPARTMENT ROOF REPLACEMENT  
BID SPECIFICATIONS AND SCOPE OF WORK**

Date: June 20, 2024

**Request for Bid Proposals**

Sealed bids for Roofing Replacement on the Village of Clayville Fire Department, 2371 Main Street, Clayville, NY 13322 will be received at the Village Clerk's Office, 2505 Foundry Place, Clayville, NY 13322 until 6:00 pm on July11, 2024.

**Instructions to Bidders/General Conditions**

**1. Submission of bids:**

1.1 Bids will be publicly opened and read at 6:00 pm at the Village Clerk's Office, located at 2505 Foundry Place, Clayville, NY 13322 on the day bids are scheduled to be received.

1.2 Bids must be submitted, with the date and time of receipt recorded by the Office of the Village Clerk prior to the 6:00 pm time the bids are due. No late bids are accepted for any reason. Bidder assumes all responsibility for on-time delivery to the Office of the Town Clerk.

1.3 Bidders must use the (2) page proposal form furnished, when submitting their proposals. Bids must be delivered in envelopes clearly marked with the name of the bidder and marked "VILLAGE OF CLAYVILLE MUNICIPAL ROOF REPLACEMENT – BID 7/2024". Envelopes must be sealed when submitted. Faxed bids are unacceptable.

**2. Required submissions:**

2.1 Each bid must be signed by the bidder, using the Bid Form attached.

2.2 Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

2.3 Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind in the matter. A corporate resolution may be required to confirm authorization.

### **3. Use of Brand names:**

3.1 References in the specifications to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type and quality of materials or supplies or nature of work desired. Such descriptions should not be construed as excluding bids on other types of materials and supplies or for performing the work in a manner other than specified, providing that the materials and supplies and manner of performing the work are offered are of equal quality to that specified and equally acceptable to the Village for its purposes. Exceptions must be clearly stated.

3.2 The Village Board solely will determine equal products or services.

### **4. Pricing:**

4.1 Purchases by the Village of Clayville are exempt from any Federal, state or city sales tax. Exemption certificates will be provided upon request.

4.2 Where pricing is described in both words and numerals, the words will govern.

4.3 Cash or early payment discounts will not be considered in determining the low bidder.

### **5. Withdrawal of bids and errors:**

5.1 Bids may be withdrawn at any time prior to the bid opening by written request of the bidder.

5.2 Errors in math or omission may be grounds for withdrawal of the bid after the opening at the request of the bidder and at the discretion of the Village Board upon written request. Such requests must be made as soon as the error is identified.

### **6. Interpretations:**

6.1 It is understood and agreed that in questions of interpretation in the specifications, the Village Mayor does expressly have the right to determine the meaning and shall control the decision and such decision shall be binding and final.

6.2 Interpretations and questions relating to bid requirements, specifications, drawings, etc. must be submitted not later than 7 calendar days prior to the bid opening. Interpretations made will be by addendum, if required, and provided to all known prospective bidders. Bidders bear full responsibility for accepting interpretations that are not formally clarified by issue of addenda.

6.3 The Village Board reserves the right to waive informalities in a bid if such waiver does not provide a competitive advantage to any bidder.

6.4 The bidder understands and agrees that no plea of ignorance relating to data, conditions, policies or requirements of the Village will be accepted as a reason for failure or default on the part of the bidder to fulfill in every respect all the requirements of the contract. Nor will such claim of ignorance be the basis for any claim for increased compensation.

## **7. Method of Award:**

7.1 The Village Board reserves the right to reject all bids if it is in the best interest of the Village to do so. The Village Board reserves the right to accept any item in the bid, and to award the bid in whole or in part within 45 days, unless otherwise specified, including the right to increase or reduce quantities.

7.2 Bids will be evaluated by the Village Board. A notice of intent to award will be issued only by the Village Clerk.

## **8. Material Data & Samples:**

8.1 Material Samples and Technical Data Sheets on the materials intended for use are required to be furnished by the bidder for review, color selection and acceptance by the Village Board.

## **9. Notice to Proceed:**

9.1 The successful bidder, when required, must return the signed contract and required insurance certificates within ten (10) days from the date of the letter of intent to award.

9.2 No work shall begin, nor goods delivered until the contractor has in place the required insurance and written notice to proceed, completed contract or purchase order as appropriate.

## **10. Hold Harmless:**

10.1 The bidder, if awarded an order or contract, agrees to indemnify, defend and hold harmless the Village of Clayville, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the bidder, its employees or agents.

## **11. Insurance:**

11.1 The bidder or contractor will furnish the amount of insurance determined and specified by the Village of Clayville.

11.2 The contractor agrees to obtain and maintain general liability insurance including comprehensive form, premises/operations, products/completed operations, broad form contractual, independent contractors and personal injury, with minimum limits of not less than one million (\$1,000,000) dollars combined single limit for bodily injury and property damage.

11.3 The contractor will obtain automobile liability insurance, including for owned, hired and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage.

11.4 The contractor shall provide to the Village an Accord Form certificate of insurance evidencing the insurance requirements specified on the attached sample certificate and shall name the Village of Clayville as an additional insured. The certificate shall contain a provision that the issuing company will notify the Village Clerk by certified mail 30 days prior to any change in or cancellation of the policy.

11.5 The contractor further agrees to comply in all respects with all Federal, State and County laws which pertain regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability insurance, hours of employment, wages and Human Rights.

## **12. Payments:**

12.1 The Village of Clayville will pay the bidder/contractor the amount of his bid upon the faithful performance of the contract.

12.2 Partial payments for delivered items or quantities of a bid may be made by the Village upon presentation of an acceptable and properly executed claim voucher or invoice. The final payment will be made by the Village of Clayville when the materials, supplies, equipment or services have been fully delivered or completed to the full satisfaction of the Village Board.

12.3 Unless otherwise specified, the Village may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract until final completion and acceptance of all work covered by the contract.

## **13. Warranty:**

13.1 The Village of Clayville requires a one-year warranty from the date of acceptance to correct at no additional cost to the Village any failure or defect in material and workmanship which appears in the equipment, goods or services supplied under this bid. This is in addition to any standard manufacturer or product warranty which may apply and must be.

## **14. Governing Laws and Regulations:**

14.1 The bidder is required to comply with all applicable provisions of the laws of the Village of Clayville, the State of New York and the United States of America which affect municipalities and municipal contracts and in particular the state's Labor Law, General Municipal Law, Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Environmental Law and all State and Local Health laws, rules and regulations.

14.2 The bidder's special attention is called to those laws and requirements set forth below:

14.2.2 In making his bid, the bidder warrants that this bid is made without any connection with any person making another bid for the same contract and that the bid is in all respects fair, and without collusion or fraud; also that no member of the Village Board or other officer of the Village of Clayville or any person employed by the Village of Clayville is directly or indirectly interested in said bid or in the supplies or work to which it relates or in any portion of the profits thereof.

14.2.3 The Toxic Waste Right to Know Law requires the bidder/contractor to provide to the Village of Clayville material safety data sheets (MSDS) on request.

14.2.4 The Bidder will maintain Worker's Compensation during the life of this contract for the benefit of the bidder's employees as approved in Chapter 41 of the Laws of 1914 and all subsequent acts amending.

14.2.5 The provisions of Section 220 of the State's Labor Law are deemed a part of every proposal with the same force and effect as if set forth at length.

**15. Assignment:**

15.1 The contractor is prohibited from assigning, transferring, subletting or otherwise disposing of the contract awarded from this bid without the previous written consent of the Village Board.

**16. Termination/Default/non-performance:**

16.1 In case of the default by the bidder or Contractor, the Village of Clayville may procure the articles or services from other sources without notice and hold the bidder or contractor responsible for any excess cost.

16.2 The Village of Clayville may terminate this agreement with cause upon notification in writing.

16.3 The Village of Clayville further may terminate the contract without cause on 30 days' notice in writing. Upon notice, the Contractor will cease all services in connection with performance of this agreement and shall proceed to cancel all existing contracts insofar as such contracts are chargeable to this agreement.

**17. Unconstitutionality:**

17.1 The parties hereto expressly agree that if any provision, sentence, clause or part thereof in this agreement or within any specifications or plans made a part hereof is held by proper authority to be unconstitutional, illegal or invalid, such findings shall neither affect nor impair such provisions, sentences or clauses which remain. Except for so much that is held to be unconstitutional, illegal or invalid this agreement shall remain in full force and effect.

**18. Changes or Deviations:**

18.1 This specification as well as any contract, plans, drawings, exhibits or schedule to which is attached and made an apart of constitutes the entire agreement and understanding between the parties hereto and shall be binding upon each party as their successors. Any additions, changes or deviations to or from said specifications, contracts, plans, drawings, exhibits or schedule will invalidate the agreement between the parties in its entirety unless in every case such changes shall be previously agreed upon by the parties hereto in consideration of all applicable legislation.

## Specifications

### **19. Scope of Work Regarding Village of Clayville Fire Department Roof, 2371 Main Street, Clayville, NY 13322**

The Village is seeking proposals for work to be performed which shall include, but not be limited to, the following scope of work:

1. Old shingles be removed & hauled away by the bidder.
2. Plywood to be inspected for damage and any damaged wood be removed & replaced.
3. Wide-faced, steel, white drip edge to be nailed to all eaves and gables.
4. Entire roof to be covered in an ice & water barrier.
5. Cover 6 feet on all eaves with ice & water barrier and cover the remaining plywood with synthetic felt.
6. After valley is nailed in place, ice & water barrier to be installed in each side, sealing it completely, while leaving the metal in center exposed for proper flow of water & snow.
7. Installation of new 35-40-year architectural shingles and nailed with no less than 5 nails per full shingle. (*Village of Clayville to select color of said shingles*)
8. The Contractor shall install the materials furnished in accordance with the material manufactures installation instructions.
9. The Contractor shall clean and pick-up the site around each building when complete, removing any debris, scraps and/or loose fasteners
10. The Contractor shall furnish at completion of the work, his written "1 Year Installation Workmanship Warranty".

## Bid Form

Village of Clayville  
Attn: Village Clerk-Treasuer  
2505 Foundry Place  
Clayville, NY 13322

The following proposal is hereby made to the Village of Clayville:

**Stipulated Amount:** The undersigned hereby proposes and agrees to perform the work and furnish all the tools and equipment required for the **Roofing Replacement on the Village of Clayville Fire Department**, located at 2371 Main Street, Clayville, NY 13322, in accordance with the documents prepared by the Village of Clayville, for the following stipulated amount.

### **Base Bid:**

Total Cost for Labor, Tools and Equipment necessary for roofing replacement work:

\_\_\_\_\_ \$ \_\_\_\_\_  
Written Words Figures

**Knowledge of Local Conditions and Contract Documents:** The Undersigned has examined the location of the proposed work, reviewed the bidding documents related to this proposal and is familiar with local conditions at the place where the work is to be performed.

**Proposal Period:** The Undersigned agrees to hold the bid open for a forty-five (45) day period following the scheduled time for the opening of bids.

**Execution of Agreement:** Within ten (10) days after being awarded the Contract, the Undersigned agrees to execute the Form of Agreement and submit the required Certificates of Insurance.

### **Addenda:**

The Undersigned hereby acknowledges receipt of the following addenda: (If any...)

No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_

**Contract Time:** If awarded the Contract, the Undersigned agrees to complete all work under this contract in thirty (30) days.

**Owner's Rights Reserved:** The Undersigned understands that the Owner reserves the right to reject any or all proposals or waive any formality or technicality in any proposal.

**Certificate of Noncollusion:** Under Section 103-d of the General Municipal Law, as amended, the Bidder certifies that:

“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certified as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.”

**The above proposal is hereby respectfully submitted by:**

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Company Name

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Signature

Name (Print)

Title

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Business Address

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City

State

Zip

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Phone Number

Fax Number

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Date

Federal Employer Identification Number